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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

CNR No. DLHC010204442026

+ **CS(COMM) 491/2026**

INBREW BEVERAGES PRIVATE LIMITEDPlaintiff

Through: Mr. Sachin Gupta, Mr. Ajay Kumar,
Ms. Archana, Mr. Rajat Jain, Mr. Rohit Pradhan,
Ms. Mahima and Ms. Prashansa, Advocates.

versus

KINJOORE BREWERY PRIVATE LIMITED & ANR.....Defendants

Through: Mr. Ajay Kumar Shrivastav,
Advocate for proposed D3.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **11.08.2026**

I.A. 13812/2026 (u/O VI Rule 17 CPC)

1. List before Court on 21.12.2026.

I.A. 12947/2026 (u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)

2. This application is filed on behalf of the Plaintiff seeking ad interim injunction against the Defendants.

3. Case of the Plaintiff as set out in the plaint is that Plaintiff is a leading alcoholic beverages company in India with a legacy spanning over five decades in the said industry, managing and operating the Indian business of several internationally reputed brands and having an extensive pan-India presence across more than 20 States, supported by a team of over 300 professionals. Plaintiff manufactures, markets and distributes a comprehensive range of alcoholic beverages including beer, whisky, rum,



brandy, vodka and gin and its portfolio comprises over 43 spirits brands including *inter alia* Vin Green Label, White Mischief, Honey Bee, Thunderbolt and Romanov Vodka. In addition to its homegrown brands, Plaintiff has expanded its business operations by acquiring, by way of assignment or license, rights in well known and reputed brands along with their associated goodwill and has continuously invested in their development, promotion and commercial expansion.

4. It is stated that the trademark THUNDERBOLT was originally adopted by M/s Mount Shivalik Breweries Limited in 1984, acquired by Molson Coors India Private Limited and thereafter validly acquired by Plaintiff, pursuant to which all rights, titles and interest therein stand validly vested in the Plaintiff. Plaintiff is the registered proprietor of the iconic and distinctive trademark THUNDERBOLT in relation to products namely, beer in Class 32 and is statutorily entitled to its exclusive use and enforcement as also to prevent third parties from using it, without authorisation. Details of Plaintiff's valid and subsisting registrations in the trademark THUNDERBOLT and its formative marks, with the earliest one dating back to 1984, are as follows:-

Trade mark	Registration No. and date	Class / Goods
THUNDER BOLT	416403 dt. 20.01.1984 Valid Upto: 20.01.2035	Class 32: BEER Liqueurs (Spirituuous)
	432907 dt. 25.01.1985 Valid until 25.01.2036	Class 32: BEER
	1533138 dt. 21.02.2007 Valid until 21.02.2027	Class 32: DRINKING WATER, TONIC WATER, SODA WATER, MINERAL WATER INCLUDED IN CLASS 32.

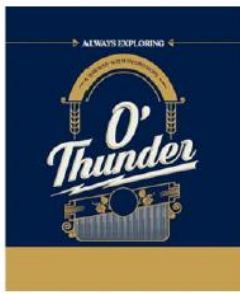
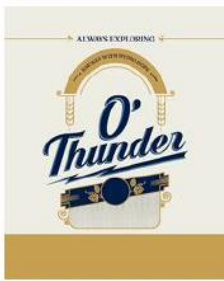


	1927136 dt. 24.02.2010 Valid until 24.02.2030	Class 32: BEERS AND OTHER NON- ALCOHOLIC BEVERAGES INCLUDED IN CLASS 32.
THUNDERBOLT	2972817 dt. 27.05.2015 Valid until 27.05.2035	Class 32: Soda and Water.
THUNDERBOLT SPORTS	2972813 dt. 27.05.2015 Valid until 27.05.2035	Class 16 : Paper, cardboard and goods made from these materials including badges and cards, printed awards, printed matters, advertisement boards, billboards, banners, newspapers, newsletters, catalogues, periodicals, journals, publications, posters, pamphlets, photographs, flyers, manuals, descriptions, books and writing pads, calendars, diaries, albums, printed forms, document files, paper covers, envelops, pictures, paper bags, stationery, & nbsp; graphic prints, wrappers of cardboard or paper, engravings.
THUNDERBOLT SPORTS	2972815 dt. 27.05.2015 Valid until 27.05.2035	Class 41: Organizing events including sports events, entertainment services, web carnival & nbsp; involving contests, quizzes, live chats with celebrities, radio and TV entertainment; cultural activities, providing sports training/ coaching, sports officiating, organize sports
		events,& nbsp; road shows,& nbsp; music programs,& nbsp; cinema & theatre facilities, live performances, contests over a global computer network; providing on-line electronic publications, publication services, electronic books and journals.
THUNDERBOLT SPORTS	2972816 dt. 27.05.2015 Valid until 27.05.2035	Class 45: Personal and social services rendered by others to meet the needs of individuals including delivering corporate social responsibilities
THUNDERBOLT DELUXE	5500107 dt. 22.06.2022 Valid until 22.06.2032	Class 32: Beer and other non-alcoholic beverages

5. It is stated that in addition to the granted registrations, many



applications are pending as follows:-

Trade mark	Application No. and date	Class / Goods	Status
	6390682 Dt. 16.04.2024	Class 32: Beer and other non-alcoholic beverages.	Opposed
THUNDERBOLT SUPREME	6390683 Dt. 16.04.2024	Class 32: Beer and other non-alcoholic beverages.	Opposed
Thunderbolt Alpha	7004898 Dt. 13.05.2025	Class 32: Beers, mineral and aerated waters, and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	Formalities Chk Pass
	7004899 Dt. 13.05.2025	Class 32: Beers	Formalities Chk Pass
	7004900 Dt. 13.05.2025	Class 32: Beers.	Formalities Chk Pass
O'Thunder	7004901 Dt. 13.05.2025	Class 32: Beers.	Formalities Chk Pass



Thunderbolt 1984 Classic Super Strong Beer	7217182 Dt. 04.09.2025	Class 32: Beers, mineral and aerated waters, and other non- alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	Formalities Chk Pass
Thunderbolt Royal Super Strong Beer	7217183 Dt. 04.09.2025	Class 32: Beers, mineral and aerated waters, and other non- alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	Formalities Chk Pass
	7241532 Dt. 17.09.2025	Class 32: Beers, mineral and aerated waters, and other non- alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	Formalities Chk Pass

6. It is stated that the superior quality and popularity of the products and continuous, extensive and exclusive use of the trademark THUNDERBOLT, Plaintiff has acquired immense reputation and goodwill, which is reflected from the number of cases sold and sales value from Financial Year 2015-2016 till 2024-2025, as follows:-

Financial Year	No. of cases	Sales Value (in Rs. crores)
2015-16	26,23,695	117.97
2016-17	28,94,735	139.07
2017-18	44,76,612	285.94
2018-19	51,08,296	444.86
2019-20	38,45,589	350.09
2020-21	33,68,477	294.58
2021-22	31,30,710	328.08
2022-23	38,79,420	388.43
2023-24	34,09,023	336.24
2024-25	35,11,506	352.90



7. It is stated that Defendant No. 1 is engaged in the business of manufacturing, selling, marketing and distributing alcoholic beverages in Bhutan including those bearing the impugned mark THUNDER 15000 and Defendant No. 2 is engaged in the import, sale and distribution of beers under the impugned mark THUNDER 15000 in Jharkhand. In the first week of May, 2026, Plaintiff came across an Instagram post of Defendant No. 2 wherein it was advertised that said Defendant imports products under the impugned mark THUNDER 15000 and sells the same in Jharkhand. The aforementioned Instagram post suggests that Defendant No. 2 has been promoting beer under the impugned mark since December, 2025.

8. It is stated that Defendant No. 2 obtained an excise license from the Department of Excise & Prohibition, Jharkhand, which is substantiated by a price list issued by the Jharkhand State Beverages Corporation Limited reflecting the pricing of the products sold under the impugned mark and that Defendant No. 1, the Bhutan-based manufacturer, has *inter alia* obtained a Brand Registration Certificate in respect of the impugned mark THUNDER 15000 from the Royal Government of Bhutan, Ministry of Finance, Department of Revenue and Customs on 07.04.2026. However, neither of the Defendants have filed any application for registration of the impugned mark in India and are selling beers under the mark THUNDER 15000, which is deceptively similar to Plaintiff's well-established mark THUNDERBOLT BEER. Defendants have slavishly and blatantly copied the dominant, distinctive and essential feature of Plaintiff's mark i.e. THUNDER and smartly substituted the word 'BOLT' with the numeral '15000'. The numeral is, however, insufficient to distinguish the rival marks and with the consumer segment and trade channels being common, there is every



likelihood of confusion amongst members of public. Comparative table of the rival marks is as follows:-

Plaintiff's Mark	Defendants' Impugned Mark
	

9. Learned counsel for the Plaintiff submits that Defendants being in the same industry were fully aware of Plaintiff's prior adopted and registered trade mark THUNDERBOLT and its distinctive trade dress, which has been in continuous use since 1984 and that adoption of the impugned mark THUNDER 15000, despite full knowledge of Plaintiff's prior statutory and common law rights, is a deliberate attempt to come as close as possible. Owing to registration of the mark THUNDERBOLT, Plaintiff has a statutory right to use the mark exclusively and restrain third parties from infringing. Impugned mark THUNDER 15000 is deceptively similar to THUNDERBOLT and the rival goods are identical. Trade channels and consumer goods being common, confusion amongst public is inevitable and the use of impugned mark amounts to infringement under Section 29 of the Trade Marks Act, 1999. It is evident that Defendants have adopted deceptively similar mark for identical goods to misrepresent to the consumers that their goods have an association with the Plaintiff and exploit its goodwill and reputation and are guilty of passing off.



10. It is urged that the Plaintiff has no control, access or supervision over the mode of manufacture, working conditions, hygienic conditions or the raw materials used by Defendants for the manufacture, packaging and sale of alcoholic beverages under the impugned mark THUNDER 15000 and any deficiency in the quality of the products would directly and adversely affect and cause irreparable prejudice, damage and injury to the goodwill and reputation associated with Plaintiff's trademark THUNDERBOLT, apart from causing real and present harm to the purchasing public, which is likely to be misled into purchasing Defendants' products under the mistaken belief that the same originate from or are associated with Plaintiff.

11. Having heard learned counsel for the Plaintiff, I am of the view that Plaintiff has made out a *prima facie* case for grant of *ex parte* ad interim injunction against the Defendants. Balance of convenience lies in favour of Plaintiff and it is likely to suffer irreparable harm in case the interim injunction, as prayed for, is not granted.

12. Plaintiff is the registered proprietor of the trademark THUNDERBOLT and its formative marks in Class 32, the earliest registration dating back to 1984, whereas Defendants have no registration in the impugned mark THUNDER 15000 in India. The impugned mark is deceptively similar to Plaintiff's mark and is used for similar goods. Defendants have adopted THUNDER in entirety, which is the prominent and dominant part of THUNDERBOLT and addition of the numeral 15000 is not enough to distinguish the rival marks. The trade channels and consumer base being common, there is every likelihood of confusion amongst members of public. Defendants have attempted to come as close as possible to the Plaintiff's mark to misrepresent to the public that their goods have some



association with the Plaintiff and encash upon its formidable goodwill and reputation, which is reflected from its revenues earned etc. which is causing irreparable damage to Plaintiff's reputation. *Prima facie* Defendants are infringing Plaintiff's registered trademarks and passing off their goods as those of the Plaintiff.

13. Accordingly, till the next date of hearing, Defendant No. 2 and all others acting on its behalf are restrained from manufacturing, selling, offering for sale, advertising, promoting, distributing, exporting, importing, exhibiting or otherwise directly or indirectly dealing in alcoholic beverages including beer in Class 32, under the impugned mark THUNDER 15000 or any other mark identical or deceptively similar to Plaintiff's mark THUNDERBOLT or its formative marks and Defendant No.1 is restrained from exporting into India or importing from India the impugned products under the mark THUNDER 15000, amounting to infringement and passing off.

14. Plaintiff shall comply with the provisions of Order XXXIX Rule 3 CPC within a period of two weeks from today.

15. List before Court on 21.12.2026.

JYOTI SINGH, J

AUGUST 11, 2026/YA